

Anamosa CSD

Educ. Secretarial-Aide Assn.

7/1/2005 6/30/2007

MASTER CONTRACT  
2<sup>nd</sup> YEAR OF AGREEMENT

ANAMOSA COMMUNITY SCHOOL DISTRICT

AND

SECRETARIAL/PARAEDUCATOR ASSOCIATION

JULY 1, 2006 - JUNE 30, 2007

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PUBLIC EMPLOYMENT  
RELATIONS BOARD

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Attachment: Board Policies

### NOTICE OF NONDISCRIMINATION

Students, parents, employees and others doing business with or performing services for the Anamosa Community School District are hereby notified that this school district does not discriminate on the basis of race, color, national origin, sex, marital status or disability in admission or access to, or treatment in, its programs and activities. Any person having inquiries concerning the school district's compliance with the regulations implementing title VI, Title VII, Title IX, the Americans with disabilities Act (ADA), § 504 or Iowa Code §280.3 is directed to contact Carol Lensing, Superintendent; 200 S. Garnavillo Street, Anamosa, IA 52205; phone 319-465-4321; who has been designated by the school district to coordinate the school district's efforts to comply with the regulations implementing Title VI, Title VII, Title IX, the ADA § 504 and Iowa Code § 280.3.

## LEAVE FOR PERSONAL ILLNESS OR DISABILITY

### A. Accumulative Benefits

Employees shall be granted sick leave without loss of salary according to the following schedule:

1st Year of Employment	10 days
2 <sup>nd</sup> Year of Employment	11 days
3 <sup>rd</sup> Year of Employment	12 days
4 <sup>th</sup> Year of Employment	13 days
5 <sup>th</sup> Year of Employment	14 days
6 <sup>th</sup> Year of Employment	15 days
Each Succeeding Year	15 days
Cumulative to a total of 125 days	

A new employee must report for work at least one day to receive any sick leave benefits. An employee starting after the start of the work year will have sick leave days pro-rated for the rest of the year. A returning employee will be granted the appropriate number of days at the beginning of each year. Unused sick leave may be accumulated up to a maximum of 125 days. The total amount of sick leave with full pay may not exceed the maximum stated accumulation for a given school year.

A "day" is defined as one workday regardless of full-time or part-time.

The Board shall, in each instance, require such reasonable evidence as it may desire to confirm the necessity of such leave of absence. In addition, the board reserves the right to request medical verification of the physical or mental status of an employee or an employee returning from a leave of absence to perform assigned duties. Whenever possible, elective surgeries shall be done during non-work time (summer, spring break, etc.).

An employee who has a health condition which may require an absence for more than five (5) consecutive days shall inform his/her immediate supervisor as soon as practical so arrangements may be made for an effective transition of responsibilities to a qualified substitute. The employee shall return to work as soon as the attending doctor determines the individual is capable of performing work.

The Board may request an employee absent from work to provide evidence of the attending physician relative to employee's condition.

The Board may request medical evidence that an employee is capable of performing duties when the administration has a serious concern of the individual's physical or mental health.

Should the personal illness occur after or extend beyond the accumulated allowance, the employee may make a request to the Board to be placed on a leave of absence without pay.

B. Worker's Compensation

If an employee is eligible to receive Workers' Compensation benefits, and is informed of and elects to receive full pay, then a full day of sick leave shall be deducted for each day of absence. If the employee elects not to receive full pay during the time they are receiving Workers' Compensation benefits, they will receive their Workers' Compensation payment directly from the Workers' Compensation carrier and no accrued leave will be deducted.

C. Notification of Accumulation

Each employee shall acknowledge the number of accumulated personal illness or disability leave days no later than September 15 of each school year on a form provided by the board and sent to the employee prior to September 15.

### **TEMPORARY LEAVES OF ABSENCE**

A. Personal Leave

1. An employee may be granted a maximum of two (2) days of personal leave annually for purposes that cannot be taken care of normally outside of scheduled work hours on a day school is not in session. A maximum of two employees per building may be absent at a time for the purpose of personal leave. It will be based on a "first come" basis.

2. Personal leave shall not be granted for absence on contract days immediately preceding or following a vacation or holiday period established in the school calendar, or during the first five (5) or last five (5)

days of the school year except for emergencies. When emergencies occur, the superintendent must approve the leaves.

3. A request for personal leave shall be submitted to the employee's supervisor, in writing, at least forty-eight (48) hours prior to the date of the requested absence. The request shall include the general purpose for the leave.

4. One (1) unused personal leave day may be carried over to the next school year resulting in a maximum of three (3) personal leave days in a contract year.

B. Jury

An employee who is called for jury duty or is subpoenaed for a court appearance shall promptly notify his/her supervisor. The supervisor shall excuse the employee from work for the time required to serve or appear. The employee shall receive his/her regular pay while excused. Any fees or remuneration the employee receives from other sources while excused shall be turned over to the district. Employees shall not be paid if subpoenaed to appear in cases involving the employee or a member of the employee's family as a party unless the case is one where the district has the duty to defend the employee under Chapter 613A of the Code of Iowa. When an employee is excused from jury duty or from testifying, either temporarily or permanently, the employee shall promptly report back to work and notify his/her supervisor. Failure to return to work will result in loss of pay.

C. Bereavement

1. A leave of not more than five (5) days, with no loss in pay, shall be granted in the event of a death in the employee's immediate family. "Immediate family" shall be construed to include: parent, surrogate parent, child, surrogate child, spouse, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any person who was a member of the employee's household at the time of death.
2. A leave of not more than two (2) days, without loss of pay, shall be granted to attend the funeral of a relative of the second degree (i.e., grandparent, grandchild, uncle, aunt, niece, nephew, first cousin,

brother-in-law, and sister-in-law). An additional day may be granted, at the discretion of the Superintendent, upon request by the employee.

3. The employee shall request approval for bereavement leave from his/her Supervisor. Request may be oral or written. The Superintendent has the authority to grant one day of bereavement leave for other personal situations on a case-by-case basis, if personal leave has been exhausted.
4. Absence up to two (2) hours, with no loss in pay, shall be granted to attend other funerals.

D. Illness in Immediate Family

A leave of not more than five (5) days per year may be granted an employee for absence due to the illness of a member of the employee's immediate family. Such leave shall be deducted from the employee's sick leave. Requests for approval of said leave shall be directed to the building principal.

If an emergency situation arises where an employee has used all leave available to them, the employee may request up to five additional family illness days for extended family illness. The request should be made in writing to the superintendent. If a substitute is hired, the employee must pay for the cost of the substitute.

## **HEALTH INSURANCE**

A. Eligibility

To be eligible, non-certified personnel must be employed for a minimum of thirty (30) hours per week.

B. Individual Premium

The district will pay the board approved \$1,000 deductible, single health premium for eligible employees. The additional premium cost for an alternative plan sponsored by the district will be deducted from the salaries of non-certified personnel, if requested in writing.

C. Start of Coverage

Insurance coverage will begin on the first day of the next month following employment and end with the last day of the last month of employment.

If an employee does not choose coverage at beginning employment date, coverage will be based upon health provider's decision.

**EMPLOYEE HOURS & WORK YEAR**

A. Work Year

1. The work year shall vary according to job classification. Employees shall work the number of days prescribed in their individual letters of employment.

2. The district reserves the right to unilaterally increase the number of contract days with pay.

B. Hours

1. The length of the workday shall vary according to the job classification. Employees shall work the number of hours prescribed in their individual contracts letters of employment.

2. The district reserves the right to unilaterally increase the length of the workday with pay.

3. If two (2) or more hours are added to a current position or fundamental duties of a position change, it will be considered a new position and will be posted as a new position.

C. Make-Up Days for Building Secretaries and Paraeducators

1. Secretaries and paraeducators shall not report to work on days when all schools are cancelled except at the specific request of their building principal.

2. Secretaries and paraeducators shall report to work at their assigned buildings on all school make-up days.

3. Secretaries may, with the approval of their building principal, add at the end of their contract year some or



all days missed due to the closing of school and not made up by the district.

D. Early Dismissal for Building Secretaries and Paraeducators

When the district has early dismissal on the day before a holiday break, secretaries and paraeducators on duty at the time of dismissal will be dismissed one (1) hour early with no loss in pay.

E. Emergency Early Closing and Late Start

1. When it is the superintendent's decision to dismiss school early for emergency reasons, secretaries and paraeducators shall be excused within one hour of student dismissal at no loss in pay.

2. When it is the superintendent's decision to delay the regular school starting time for emergency reasons, the secretaries and paraeducators shall report at the appropriate time in relationship to the start of school at no loss in pay.

F. Work Day/Overtime

Work hours will be assigned by the Supervisor. All hourly paid employees shall be required to utilize a time sheet; however, weekly pay will be based on assigned hours only, unless prior authorization to deviate from such hours has been obtained from employee's Supervisor. All pay will be computed on the basis of 1/4-hour increments.

Individuals reporting in after assigned start time or out prior to assigned quitting time shall be deducted that time from their day's total. When an employee is absent from work for less than one work day and the employee does not use accrued leave for such absence, the employee's pay will be reduced or the employee will be placed on leave without pay if:

- The employee has not sought permission to use paid leave for this partial-day absence,
- The employee has sought permission to use paid leave for this partial-day absence and permission has been denied,
- The employee's accrued paid leave has been exhausted, or
- The employee chooses to use leave without pay.

In each case in which an employee is absent from work for part of a work day, a deduction from compensation will be made or the employee will be placed on leave without pay for a period of time which is equal to the employee's absence from the employee's regularly scheduled hours of work on that day.

All full-time employees will take a lunch break during the workday, which is a minimum of 30 minutes in length.

Overtime will be paid on the basis of time-and-a-half for hours over forty (40) hours/week. All over-time must be authorized by the supervisor/principal in advance, except in an emergency.

### **EVALUATION PROCEDURE**

Each employee shall be evaluated a minimum of once every two years. The evaluation will be conducted by the immediate supervisor and/or persons designated by the superintendent.

### **SUPPORT STAFF COMPLAINTS**

If any employee claims a Board policy or an administrative rule has been in violation, within five days of the alleged violation, the individual shall first discuss the complaint with his/her immediate supervisor. If the complaint is unresolved at the supervisory level, the employee shall discuss the complaint with the Principal. If the complaint is not resolved, the employee shall next place the complaint in writing within five days of the discussion with the Principal, and discuss it with the Superintendent. If the complaint continues ten days following the discussion with the Superintendent, the employee may ask to have the item placed on the agenda for the next meeting of the Board. The decision of the Board shall be final.

### **PROBATION PERIOD**

- A. Newly hired personnel will be probationary for ninety (90) calendar days. They will obtain a physical, which must certify to capability to accomplish job.
- B. Any employee receiving less than "satisfactory" rating on an evaluation shall be considered on probation. The employer has the right to terminate any employee herein covered if conditions so warrant such action.
- C. Recall rights shall not include another ninety (90) day probationary period.

## **ASSIGNMENT AND TRANSFER PROCEDURES**

### **A. Assignments of Employees**

An employee shall be given written notice of his/her assignment for the forthcoming year by May 15.

### **B. Job Vacancy**

1. When a job is determined by the superintendent to be vacant, a notice of vacancy will be published, including any special job or qualification requirements, internally and externally when deemed appropriate.
2. An employee seeking a transfer or change in assignment to fill a vacancy must make written application within the five day posting period indicating their desire to transfer into the vacant position.
3. No candidate for the vacancy shall be formally interviewed during the five (5) day period following publication of the notice of the vacancy.
4. The district shall consider all applications by staff along with other applications and shall assign to the vacancy the applicant considered by the superintendent and immediate supervisor to be the most qualified for the position.

### **C. Involuntary Transfer**

A notice of involuntary transfer to another position shall be given in writing as soon as practical. This shall be done only after a meeting between the employee, his/her supervisor and/or the superintendent.

### **D. Summer Vacancies**

Notice of a vacancy occurring during the summer vacation period shall be posted in the Central Office for five (5) work days. Anyone interested in being notified of new positions or vacancies during summer vacation must register with Central Office prior to the end of the school year to receive notification by mail, email, or phone.

## **STAFF REDUCTION PROCEDURES**

### **A. Termination and Reduction**

Whenever the district abolishes or reduces a position, the district will consider qualifications then seniority to determine the employee to be retained.

### **B. Seniority**

Seniority shall be measured in terms of years of continuous employment in this system from the date the employee's first contract in his/her present classification was signed and returned by the employee.

### **C. Recall**

1. An employee whose employment is terminated or reduced due to staff reduction will be notified for two years of openings for which he/she is qualified as determined by the superintendent.
2. A recalled employee shall be placed in that step of the salary scale where he/she would have been the next year following his/her termination if said termination had not taken place.
3. A recalled employee shall retain the accumulated leave for illness or disability he/she held at the time employment was terminated.
4. If an employee that has been notified of a recall turns down a position, they lose their recall rights unless it is mutually agreed that the position is not an appropriate assignment.

## **RESIGNATION OR TERMINATION**

Fifteen (15) days notification from either the district or the employee must be given for termination or resignation any time and for any reason. The employer shall provide written notice on or before April 30<sup>th</sup> to each employee whose employment is to be terminated at the end of the contract year due to staff reduction.

## **HEALTH PROVISIONS**

### **A. Physical Examinations**

1. A physical examination is required of all new employees and of all continuing employees every third year of service.
2. Results of the physical examination shall be reported on a form furnished by the district.
3. The district shall reimburse the employee the cost of the physical examination up to the amount charged by the local clinic for a school physical.

B. Tuberculin Test an/or Chest X-Ray

1. A tuberculin test shall be required of all employees every three years. Employees who are positive reactors or allergic to the test shall be required to file the results of a chest x-ray with the school nurse every three years.
2. The tuberculin test shall be administered by district health personnel. When the district determines that it cannot administer the test, then the district will reimburse the employee for the actual cost of the test.
3. When the district requires a chest x-ray in addition to the tuberculin test, the district will reimburse the employee the cost of the chest x-ray.

C. Additional Examination

1. The district may require a physical examination when, in the district's judgment, such an examination is relevant to the employee's continued employment.
2. The district may select the examining physician, and the district shall pay the cost of the required examination.

**CLASSIFICATIONS**

Secretary

Elementary, Middle School, High School, Activities Director, Guidance Department

Paraeducators

Library/Media, General, Special Education, Technology, Nurse Aide

## COMPENSATION

### A. Longevity Pay

Employees shall receive longevity pay for each five (5) years of continuous service. Qualified custodian, food service, secretary, and paraeducators will receive five (5) cents per hour.

### B. Severance Pay

An employee, who does not qualify for the district's early retirement plan and is considered at least half time for his/her employment group, is eligible for severance pay at retirement. The employee must have worked at least fifteen (15) continuous years for the district and be at least age fifty-five (55) at the time of retirement to receive this pay. It shall be based on the days of sick leave accumulated by the employee at the time of retirement. The severance pay shall be granted at the rate of fifteen percent (15%) of the per diem substitute pay for the employee group, at the time of retirement, up to a maximum of \$750.

### C. Pay Periods/Time Sheets

The hourly wage for each employee covered by this agreement shall be converted to an annual salary figure. Employees may elect to receive their annual salary in either ten (10) or twelve (12) equal monthly installments beginning in September of any fiscal year.

All authorized payroll deductions shall be stated in annual amounts. For those employees electing the ten (10) month pay option, the deduction shall be made in ten (10) equal monthly installments; and for those electing the 12-month option, the deduction shall be made in twelve (12) equal monthly installments.

An employee must notify the Central Office in writing by March 1<sup>st</sup> of the pay option she/he has selected for the next fiscal year.

A reduction in salary due to absence without pay or an increase due to additional hours worked shall be reflected in the salary paid in the month following the month in which the event occurred.

2006 - 2007

WAGES

Secretaries/Paraeducators

A.	Secretaries	
	(Non Probationary)	\$13.70
	(After 90 Days)	12.32
	(Probationary)	11.93
B.	General & Library/Media Paraeducators	
	(Non Probationary)	\$11.48
C.	Spec Ed Paraeducators (\$.18 flat rate added to the non-probationary base)	
	(Non Probationary)	\$11.66
	(After 90 Days)	10.49
	(Probationary)	10.10
	+ .05 longevity per 5 years of employment	

Substitute Pay

A.	Secretaries	9.60
B.	Paraeducators	9.35

When a paraeducator becomes a certified Paraprofessional Generalist their rate of pay will increase by .25/hour. If the paraeducator goes on and becomes certified as a Paraprofessional Specialist, their rate of pay will increase by an additional .50/hour. This additional increase only pertains to the first Specialist certification they receive unless their job qualifications change and other certification is necessary.

WAIVER, EFFECTIVE DATE & DURATION

This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during their negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Both parties, by mutual agreement, may modify and amend said agreement, but such modification or amendment must be signed by both parties, and if not, the contract, as written, is binding.

This agreement provides for a total salary increase of 4.09% for the 2006-2007.

This Agreement shall become effective for the first day of July, 2006, and thereafter remain in full force and effect until June 30, 2007.

FOR THE ASSOCIATION:

Walter L. Burkford 4-13-06  
President Date

Sheryl Seapold 4-13-06  
Chief Negotiator Date

FOR THE DISTRICT:

James H. Hall 4-17-06  
President Date

Carol D. Sensing 3/31/06  
Chief Negotiator Date



Attachment to  
Teacher,  
Secretary/Paraeducator &  
Classified Staff Handbooks:

Anamosa Community Schools  
Board Policies

## EQUAL EDUCATIONAL OPPORTUNITY

The Board of Directors will not discriminate in its educational activities on the basis of race, color, national origin, religion, sex, disability, sexual orientation, or marital status.

The Board required all persons, agencies, vendors, contractors, and other persons and organizations doing business with or performing services for the school district to subscribe to all applicable federal and state laws, executive orders, rules and regulations pertaining to contract compliance and equal opportunity.

The Board is committed to the policy that no otherwise qualified person will be excluded from educational activities on the basis of race, color, religion, sex, marital status, national origin, sexual orientation, or disability. Further, the Board affirms the right of all students and staff to be treated with respect and to be protected from intimidation, discrimination, physical harm, and harassment.

Harassment or discriminatory behavior that denies civil rights or access to equal educational opportunities includes comments, name-calling, physical conduct or other expressive behavior directed at an individual or group that intentionally demeans the race, color, religion, national origin, sex, sexual orientation, or disability of the individual or individuals or creates an intimidating, hostile, or demeaning environment for education.

Legal Ref.: 20 U.S.C. 1221 et seq. (1994)  
20 U.S.C. 1681 et seq. (1994)  
20 U.S.C. 1701 et seq. (1994)  
29 U.S.C. 794 (1994)  
42 U.S.C. 12101 et seq. (1994)  
34 C.F.R. Pt. 100 (1999)  
34 C.F.R. Pt. 104 (1999)  
Iowa Code 216.9; 256.11, .11A; 280.3 (2001)  
281 I.A.C. 12

Approved 6/3/02  
Revised 5/2/05

## GRIEVANCE PROCEDURE

Students, parents of students, employees, and applicants for employment in the school district will have the right to file a formal complaint alleging discrimination under federal or state regulations requiring non-discrimination in programs and employment.

### Level One – Principal or Immediate Supervisor (Informal and Optional – may be bypassed by the grievant)

Employees with a complaint of discrimination based upon their gender, race, national origin, religion, age, sexual orientation, or disability are encouraged to first discuss it with their immediate supervisor, with the objective of resolving the matter informally. An applicant for employment with a complaint of discrimination based upon their gender, race, national origin, religion, age or disability are encouraged to first discuss it with the personnel contact person.

A student, or a parent of a student, with a complaint of discrimination based upon their gender, race, national origin, religion, marital status, sexual orientation, or disability are encouraged to discuss it with the instructor, counselor, supervisor, building administrator, program administrator or personnel contact person directly involved.

### Level Two – Compliance Officer

If the grievance is not resolved at level one and the grievant wishes to pursue the grievance, the grievant may formalize it by filing a complaint in writing on a Grievance Filing Form, which may be obtained from the Compliance Officer. The complaint will state the nature of the grievance and the remedy requested. The filing of the formal, written complaint at all level two must be within fifteen (15) working days from the date of the event giving rise to the grievance, or from the date the grievant could reasonably become aware of such occurrence. The grievant may request that a meeting concerning the complaint be held with the Compliance Officer. A minor student may be accompanied at that meeting by a parent or guardian. The Compliance Officer will investigate the complaint and attempt to resolve it. A written report from the Compliance Officer regarding action taken will be sent to the involved parties within a reasonable time after receipt of the complaint.

### Level Three - Superintendent/Administrator

If the complaint is not resolved at level two, the grievant may appeal it to level three by presenting a written appeal to the superintendent within five (5) working days after the grievant receives the report from the Compliance Officer. The grievant may request a meeting with the Superintendent. The Superintendent may request a meeting with the grievant to discuss the appeal. A decision will be rendered by the Superintendent within a reasonable time after the receipt of the written appeal. If, in cases of disability grievances at the elementary and secondary level, the issue is not resolved through the grievance process, rather, the parents have a right to an impartial hearing to resolve the issue.

This procedure in no way denies the right of the grievant to file formal complaints with the Iowa Civil Rights Commission, the U.S. Department of Education Office for Civil Rights or Office of Special Education Programs, the Equal Employment Opportunity Commission, or the Iowa Department of Education for mediation or rectification of civil rights grievances, or to seek private counsel for complaints alleging discrimination.

#### Level Four – Appeal to Board

If the grievant is not satisfied with the Superintendent's decision, the grievant can file an appeal with the Board of Directors within five (5) working days of the decision. It is within the discretion of the Board to determine whether it will hear the appeal.

The Compliance Officer is:

Name: Rick Delagardelle

Office Address: 200 S. Garnavillo Street, Anamosa, Iowa 52205

Phone Number: 319-462-3553

Office Hours: 7:30 a.m. – 4:00 p.m.

Approved 6/3/02

Revised 5/2/05

GRIEVANCE FORM FOR COMPLAINTS OF DISCRIMINATION  
OR NON-COMPLIANCE WITH FEDERAL OR STATE REGULATIONS  
REQUIRING NON-DISCRIMINATION

I, \_\_\_\_\_, am filing this grievance because

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets if necessary)

Describe incident or occurrence as accurately as possible:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets if necessary)

Signature \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

If student, name \_\_\_\_\_ Grade Level \_\_\_\_\_

Attendance center \_\_\_\_\_

## GRIEVANCE DOCUMENTATION

Name of Individual Alleging Discrimination or Non-Compliance

Name \_\_\_\_\_

Grievance Date \_\_\_\_\_

State the nature of the complaint and the remedy requested.

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Indicate Principal's or Supervisor's response or action to above complaint.

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Signature of Principal or Supervisor \_\_\_\_\_

NON-DISCRIMINATION STATEMENT

The Anamosa Community School District does not intentionally discriminate on the basis of sex, race, national origin, creed, age, marital status, sexual orientation, or disability in the District educational programs, activities, or employment practices or as otherwise prohibited by statute or regulation.

Approved 6/3/02

Revised 5/2/05

## EQUAL OPPORTUNITY EMPLOYMENT/AFFIRMATIVE ACTION

**Purpose:** To extend equal opportunities to all employees and applicants for employment

**Policy:** The District shall provide equal employment opportunity and shall not discriminate on the basis of gender, race, national origin, color, creed, age, marital status, sexual orientation, or disability in its employment and personnel practices. The District shall affirmatively recruit women and men, members of diverse racial/ethnic groups and persons with disabilities for job categories in which they are under-represented.

The District shall provide a fair and supportive work environment for all employees regardless of their gender, race, national origin, color, creed, age, marital status, sexual orientation, or disability. Harassment of a sexual nature or with demeaning intent related to race, national origin, color, gender, disability, age, sexual orientation, or religion, made by one employee to another is a violation of this policy.

The Superintendent shall develop rules and procedures to be approved by the Board.

**LEGAL REFS.:** Civil Rights Act, July 2, 1964; Title VI; Title VII  
Equal Employment Opportunity Act, 1972; Equal Pay Act as amended  
Equal Employment Opportunity Commission Guidelines on Employee  
Selection and Discrimination  
Presidential Executive Order 11246, as amended by E.O. 11375  
Iowa Civil Rights Act, Iowa Code Chapters 601A; 601D; 729  
Iowa Code Section 280.3

Approved April 16, 1990

Reviewed 7/26/99

Reviewed 12/19/02

Revised 5/2/05



EQUAL OPPORTUNITY EMPLOYMENT/AFFIRMATIVE ACTION

Inquiries or grievances related to this policy may be directed to Superintendent's Office, West Middle School, Anamosa, IA 52205, to the Director of the Iowa Civil Rights Commission or to the Director of the Region VII Office of the United States Equal Employment Opportunity Commission in Kansas City, Missouri.

Federal and state regulations require that the non-discrimination policy, the identity of the designated local coordinator and notification about the existence of the grievance procedure be disseminated to employees, students and parents on an annual or ongoing basis. This notification must be included in major annual or general publications such as:

Student Handbooks	School Newsletters
Teacher Handbooks	Local Newspapers
Employee (Staff) Handbooks	Employment Application Forms
Registration Handbook	Program Brochures & Publications

Agreement forms with labor organizations and businesses, which hold professional agreements with the school or agency.

Approved \_\_\_\_\_  
Reviewed 7/26/99  
Revised 8/16/99  
Reviewed 12/19/02  
Revised 1/6/03

## PARAPROFESSIONAL SALARY ADVANCEMENT

Upon hire, paraprofessionals within the school district should possess or be working on earning a Paraprofessional Generalist certification.

When an associate has become a certified Paraprofessional Generalist, the paraprofessional's pay will increase by \$0.25/hr.

When a paraprofessional has received their Generalist Certification, they can elect to go on and obtain a Specialist Certification in one or more of the areas in which training is offered. Upon receiving a Specialist Certification, the paraprofessional's pay will increase by an additional \$0.50/hr. A paraprofessional may obtain as many Specialist Certifications as they are interested in obtaining. However, their pay will only be increased for the first certification, unless their job specifications change and other certification is necessary.

To qualify for salary advancement, a paraprofessional, on or before April 1<sup>st</sup> shall file with the Superintendent a notice of intent to qualify for salary advancement for the next contract year.

To advance on the salary schedule by obtaining one of the above certifications, a paraprofessional shall file transcripts with the Superintendent that certify that the required credits have been earned and the certification has been granted. The transcripts shall be filed no later than thirty (30) days after the beginning of the contract year.

Approved: 9/16/02  
Reviewed: 12/19/02

## CHILD ABUSE REPORTING PROCEDURES

The Code of Iowa requires certified personnel to report to the Department of Human Services all instances of suspected child abuse involving students.

The law further specifies that any certified employee who knowingly or willfully fails to report a suspected case of child abuse is guilty of a simple misdemeanor, and may also leave the employee open to civil liability for the damages caused by his/her failure to report.

The Iowa Code provides immunity from any liability--civil or criminal--to anyone participating in good faith in the making of a report or in judicial proceedings that may result from the report.

## CHILD ABUSE DEFINED

"Child abuse" or "abuse" means "harm occurring through":

1. Any nonaccidental physical injury or injury that is at variance with the history given of it, suffered by a child (that is, any person under 18 years of age) as a result of the acts or omissions of a person responsible for the care of the child.
2. The commission of any sexual abuse with or to a child as defined by Chapter 709, Iowa Code, as a result of the acts or omissions of the person responsible for the child.
3. The failure on the part of a person responsible for the care of a child to provide for the adequate food, shelter, clothing, or other care necessary for the child's health and welfare when financially able to do so or when offered financial or other reasonable means to do so.

(A parent or guardian legitimately practicing religious beliefs who does not provide specified medical treatment for a child for that reason alone shall not be considered abusing the child; however a court may still order that medical services be given to the child if the child's health requires it.)

Iowa Code establishes a reporting and investigation procedure for alleged cases of child abuse. Certified employees, including teachers and school nurses, are required to orally report within 24 hours to the Department of Human Services when the person "reasonably believes a child has suffered from abuse." The requirement to report is mandatory. Within 48 hours of the oral report, a written report must be forwarded to the Department of Human Services.

Each report should contain as much of the following information as can be obtained within the time limit.

- \* Name, age, address of the suspected abused child.
- \* Name, address of parents, guardians or persons legally responsible for his care.
- \* Description of injuries, including evidence of previous injuries.
- \* Name, age, and condition of other children in the home.
- \* The child's whereabouts if different from parents, guardian, or persons legally responsible for the child.
- \* Any other information considered helpful.
- \* Name, address of person making the report.

The law specifies that a report shall be considered valid even if it does not contain all of the above information.

It is not the responsibility of employees to prove that a child has been abused or neglected, and employees shall not take it upon themselves to investigate the case or contact the family of the child to ask questions or make any kind of judgment. The Department of Human Services has the responsibility to follow up on the report.

Approved \_\_\_\_\_  
Reviewed 7/26/99  
Reviewed 12/19/02

## HARASSMENT

**Purpose:** To provide guidelines for the elimination and prevention of harassment in the District.

**Policy:** Harassment shall not be tolerated in the District. The school District prohibits harassment, bullying, or any other victimization based on real or perceived race, sex, creed, color, national origin, religion, marital status, disability, sexual orientation, physical appearance, and/or personality characteristic.

Harassment in these areas means conduct of a verbal or physical nature that is designed to unreasonably embarrass, distress, agitate, disturb or trouble others. Examples of such harassment may include, but not limited to: jokes, stares, pictures, or objects that are intended to cause fear, anxiety, shame, or embarrassment. Such behaviors become harassment when they are unwelcome, pervasive, severe, and interfere with a person's performance and when such conduct has the purpose or effect of unreasonably creating an intimidating, offensive, or hostile environment.

Harassment by Board members, administrators, employees, parents, students, vendors, and others doing business with the District is prohibited. Employees whose behavior is found to be in violation of this policy shall be subject to the investigation procedure which may result in discipline, up to and including, discharge or other appropriate action. Other individuals whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the Superintendent or Board.

Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- \* submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or a student's education or benefits;
- \* submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or is used as the basis for academic decisions regarding the student; or
- \* such conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or creating an intimidating, hostile, or offensive working environment; or interferes with a student's academic performance by creating an intimidating, hostile, or offensive educational environment.

Other types of harassment may include, but not be limited to, jokes, stories, pictures or objects that are offensive, tend to alarm, annoy, abuse or demean certain protected individuals and groups.

Students who believe they have suffered harassment shall report such matters to the Principal, who shall be the investigator for harassment complaints. Students who believe they have suffered harassment by the Principal shall report such matters to the Superintendent, who shall be the investigator for harassment complaints. Employees who believe they have suffered

harassment shall report such matters to the Superintendent, who shall investigate the harassment complaint. If the alleged harasser is the Superintendent the Board president shall investigate the complaint.

Retaliation against a complainant or others involved in the investigation shall be prohibited. Appropriate action, including discharge, shall be taken against those who retaliate.

Confidentiality shall be maintained throughout the investigation process to the extent possible.

LEGAL REF: Iowa Code, Chapters 19B.12 and 708.11.

Approved 2/15/93

Reviewed 7/26/99

Revised 4/17/95

Reviewed 12/19/02

Revised 5/2/05

## HARASSMENT INVESTIGATION PROCEDURES

### COMPLAINT PROCEDURE

An employee or student who believes that they have been harassed shall notify the designated investigator. The investigator may request that the employee or student complete the Harassment Complaint form and turn over evidence of the harassment, including, but not limited to, letters, tapes, or pictures. Information received during the investigation shall be kept confidential to the extent possible.

### INVESTIGATION PROCEDURE

The investigator shall reasonably and promptly commence the investigation upon receipt of the complaint. The investigator shall interview the complainant and the alleged harasser. The alleged harasser may file a written statement refuting or explaining the behavior outlined in the complaint. The investigator may also interview witnesses as deemed appropriate.

### RESOLUTION OF THE COMPLAINT

The Superintendent shall file a written report closing the case. The complainant, the alleged harasser and the investigator shall receive notice as to the conclusion of the investigation.

Approved 2/15/93  
Reviewed 7/26/99  
Reviewed 12/19/02

HARASSMENT COMPLAINT FORM

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

Description of misconduct: \_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

Evidence of harassment, i.e., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

Any other information: \_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved 2/15/93

Reviewed 7/26/99

Reviewed 12/19/02



WITNESS DISCLOSURE FORM

Name of witness: \_\_\_\_\_

Position of witness: \_\_\_\_\_

Date of testimony, interview: \_\_\_\_\_

Description of instance witnessed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved 2/15/93  
Reviewed 7/26/99  
Reviewed 12/19/02

## INTERNET SAFETY POLICY

It is the policy of the Anamosa Community School District to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act (Pub. L. No. 106-554 and 47 USC 254 (h)).

### Definitions

Key terms are as defined in the Children's Internet Protection Act.\*

### Access to Inappropriate Material

To the extent practicable, technology protection measures shall be used to block Internet, or other forms of electronic communications, access to inappropriate information.

Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depiction of material deemed obscene or child pornography, or to any material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

### Inappropriate Network Usage

To the extent practicable, steps shall be taken to promote the safety and security of users of the Anamosa Community School District online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.

Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking', and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

### Supervision and Monitoring

It shall be the responsibility of all members of the Anamosa Community School District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and Children's Internet Protection Act.

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Anamosa Community School District or designated representatives.

Approved 12/18/95

Reviewed 11/15/99

Revised 6/3/02

Reviewed 2/16/04

## **Staff Computer Use and Internet Safety Policy Rules and Procedures**

### **A. Educational Purpose**

Anamosa Community School District's internet system and network is limited to educational purposes. Activities that are acceptable include classroom activities and career development. It is not a public access service or a public forum. You may not use it for commercial purposes. You may not offer, provide, or purchase products without permission. Anamosa Community School District has the right to place reasonable restrictions on the material you access or post through the system. You are expected to follow the expectations and rules set forth at each school, as well as the law, in your use of the Anamosa Community School District's internet system and network.

### **B. Internet Access**

The World Wide Web is a global database system providing access to information from around the world. Staff may have access to the web information resources through their classroom, library, or school computer lab.

E-mail is an electronic mail system, which allows personnel to communicate one-to-one with people throughout the world. All staff may have e-mail accounts. Privileges of personal use of e-mail are extended to staff for communication with family and friends that does not interfere with the mission of the Anamosa Community School District, does not violate law, and complies with normal standards of appropriateness associated with public employment.

### **C. Unacceptable Uses**

The following uses of Anamosa Community School District's internet system and network are considered unacceptable:

**1. Personal Safety and Personal Privacy of Students.** You are cautioned about posting personal contact information about yourself and should not post personal contact information about students. Personal contact information includes address, telephone, school address, work address, etc. You are cautioned against meeting with someone you have met online. You will promptly disclose to your principal or other school employee any message you receive that is inappropriate or makes you feel uncomfortable.

**2. Illegal Activities.** You will not attempt to gain unauthorized access to Anamosa Community School District's internet system and network or to any other computer system through the Anamosa Community School District's internet system and network, or go beyond your authorized access. This includes attempting to log in through another person's account or access another person's files. You will not make deliberate attempts to disrupt the computer system or destroy data by spreading computer viruses, or by any other means. You will not use

the Anamosa Community School District's internet system and network to engage in any other illegal act, such as arranging for a drug sale or the purchase of alcohol, engaging in a criminal gang activity, threatening the safety of persons, etc.

**3. System Security.** You are responsible for your individual account and must take all reasonable precautions to prevent others from being able to use your account. Under no conditions should you provide your password to another person. You will immediately notify your principal or the system administrator if you have identified a possible security problem. Do not look for security problems, because this may be construed as an illegal attempt to gain access.

**4. Inappropriate Language.** Restrictions against inappropriate language apply to public messages, private messages, and material posted on web pages. You will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language. You will not post information that could cause damage or a danger of disruption. You will not engage in personal attacks, including prejudicial or discriminatory attacks. You will not harass another person. Harassment is persistently acting in a manner that distresses or annoys another person. If you are told by a person to stop sending messages, you must stop. You will not knowingly or recklessly post false or defamatory information about a person or organization.

**5. Respect for Privacy.** You will not repost a message that was sent to you privately without permission of the person who sent you the message. You will not post private information, including personal contact information, about another person.

**6. Respecting Resource Limits.** You will use the system only for educational and career development activities. You will not download files without permission. You will not post chain letters or engage in "spamming". Spamming is sending annoying or unnecessary message to a large number of people.

**7. Plagiarism.** You will not plagiarize works that you find on the internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were yours.

**8. Copyright.** You will respect the rights of copyright owners. Copyright infringement occurs when you inappropriately reproduce a work that is protected by a copyright. If a work contains language that specifies appropriate use of that work, you should follow the expressed requirements. If you are unsure whether or not you can use a work, you should request permission from the copyright owner. If you have questions, ask the library/media specialist.

**9. Inappropriate Access to Materials.** You will not use the Anamosa Community School District's internet system and network to access material that is designated for adults only or is profane or obscene (pornography), that advocates illegal or dangerous acts, or that advocates violence or discrimination towards other people (hate literature). If you mistakenly access inappropriate information, you should immediately tell your principal to assure filter adjustment. This will protect you against a claim that you have intentionally violated this policy.

#### **D. Disciplinary Actions**

You should expect only limited privacy in the contents of your personal files or record of web research activities on the Anamosa Community School District's internet system and network. Routine maintenance and monitoring of the Anamosa Community School District's internet system and network may lead to discovery that you have violated this policy or the law. An individual search will be conducted if there is reasonable suspicion that you have violated this policy or the law. Your principal has the right to eliminate any expectation of privacy by providing notice to the staff.

The District will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted through the Anamosa Community School District's internet system and network. In the event there is a claim that you have violated this policy in your use of the Anamosa Community School District's internet system and network, you will be provided with notice of the suspected violation and an opportunity to present an explanation.

#### **E. Limitation of Liability**

The District makes no guarantee that the functions or the services provided by or through the District system will be error-free or without defect. The District will not be responsible for any damage you may suffer, including but not limited to, loss of data or interruptions of service. The District is not responsible for the accuracy or quality of the information obtained through or stored on the system. The District will not be responsible for financial obligations arising through the unauthorized use of the system. You may be held financially responsible for any harm to the system as a result of the intentional misuse.

Approved 1/15/96  
Reviewed 11/15/99  
Revised 6/3/02  
Reviewed 2/16/04